B 210A (Form 210A) (12/09)

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.	BBVA (Suiza) S.A.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 51160 (63.2196553% of such claim) Amount of Claim as Filed: \$2,727,000.00
30 Hudson Street, 36th Floor	Amount of Claim Transferred: \$1,724,000.00
Jersey City, NJ 07302	Date Claim Filed: <u>10/28/2009</u>
Fax: 212-428-1243	Debtor: <u>Lehman Brothers Holdings Inc.</u>
Contact: Andrew Caditz	
Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Phone:Last Four Digits of Acct #:	Phone:
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
Last Four Digits of Acct #:	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty Managing Director

By: Transferee Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Date:

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:______Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
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BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name:

Title:
30 Hudson Street, 36th Floor

Fax: 212-428-1243 . Contact: Andrew Caditz Phone: 212-357-6240

Jersey City, NJ 07302

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011);
- 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April **20,**2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April \mathbf{Z} 0,2011);

- 17. $54.0666667\% = USD\ 811,000.00\ of\ USD\ 1,500,000.00\ (the\ outstanding\ amount\ of\ the\ Proof\ of\ Claim\ Number\ 51166\ as\ of\ April\ 2011);$
- (8. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of Apri**DA**, 2011);
- 19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);
- - 20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011); 21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);
- 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);
- 23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);
- 24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);
- 25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);
- 26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);
- 27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);
- 28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);
- 29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);
- 30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);
- 31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and
 - 32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim					Amount	÷ •
- -	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	TYR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DIE & FIE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lebman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
6	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

		XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
51153 EUROPEAN INFLATION XS0178969209 LINKED NOTE	XS0178969	209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
51161 3 YR AUTOREDEEMABLE XS0303538200 ELN ON SANTANDER AND RWE	XS0303538	200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
51155 CAPITAL PROTECTED XS0180154550 NOTE LINKED TO BASKET OF SHARES	XS0180154	.550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
51144 7 YRS AUTOREDEMABLE XS0329243108 ELN TO RBS AND LLOYD TSB GROUP	XS0329243	108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
51162 7 YR AUTOREDEEMABLE XS0329289192 ELN	XS0329289	192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
51166 7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS03583005	571	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
51158 7 YR AUTOREDEEMABLE XS0338464950 EQUITY LINKED NOTE TO UBS AND	XS03384649	50	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
51136 7 YR AUTOREDEEMABLE XS0289261546 ELN TO DEUTSCHE TELE AND FRANC	XS0289261.	546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
51156 7 YR AUTOREDEEMABLE XS0344834691 ELN	XS0344834	691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
51309 USD FX LINKED NOTE XS0329284987	XS0329284	987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
51313 USD FX LINKED NOTE XS0337437007	XS0337437	7007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
51169 TYR AUTOREDEEMABLE XS0321471517 ELN TO BLEHMAN BROTHERS TREASURY	XS032147	1517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

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		BVA AND SANTANDER					100
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		-
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
			. 1100	Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
		-		Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
30	51171	AVE EQITTY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
;	1 1 1 1 1	NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
3.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
)) : :	ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

Goldman, Sachs & Co.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BBVA (Suiza) S.A.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): <u>51154 (23.4665166% of such claim)</u> Amount of Claim as Filed: \$1,777,000.00
30 Hudson Street, 36th Floor	Amount of Claim Transferred: \$417,000.00
Jersey City, NJ 07302	Date Claim Filed: 10/28/2009
Fax: 212-428-1243	Debtor: Lehman Brothers Holdings Inc.
Contact: Andrew Caditz	
Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Phone:	Phone:
Last Four Digits of Acct #:	Last Four Digits of Acct. #:
Name and Address where transferee payments should be sent (if different from above):	
2	
Phone:	
Last Four Digits of Acct #:	

08-13555-mg Doc 16197 Filed 04/21/11 Entered 04/21/11 17:48:47 Main Document Pg 12 of 80

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co,

By:

Dennis Lafferty Managing Director

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:_____ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240

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BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302

Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011); 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April **20,**2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011); Schedule 1-1

19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);

20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);

21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);

90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);

23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);

24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);

25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);

26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);

27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);

28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);

29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);

30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);

31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and

32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

		-					
	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number		-			Amount	•
.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
Э.	51157	TYR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

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	12/4/2010	8/22/2011		12/4/2010	12/4/2010 2/28/2011	12/4/2010 2/28/2011 6/28/2011	12/4/2010 2/28/2011 6/28/2011 2/20/2014	12/4/2010 2/28/2011 6/28/2011 2/20/2014 8/2/2010	12/4/2010 2/28/2011 6/28/2011 2/20/2014 8/2/2010 6/29/2010
	USD 25,000.00	USD 158,000.00		USD 168,000.00					9
	Lehman Brothers U	Lehman Brothers U	ŀ	Lehman Brothers U Holdings Inc.					
	Lehman Brothers L Treasury Co. B.V. H		Lehman Brothers						
	XS0329288384 Leh	XS0380296144 Leh	XS0334446134 Leh	777	XS0345320872 Leh Tre				
ANDER		[4]	[1]		[#]	(a) (b)	(5)	63	(2)
BVA AND SANTANDER	USD FX LINKED NOTE	USD FX LINKED NOTI	USD FX LINKED NOT		USD FX LINKED NOTI	USD FX LINKED NOTI EUR FX LINKED NOTI	USD FX LINKED NOTE EUR FX LINKED NOTE 6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	USD FX LINKED NOTI EUR FX LINKED NOTI 6YR AUTOREDEEMAI EQL NOTE TO DEUTS TELECOM 3YR EQUITY LINKED NOTE ON S&P BRIC 4	USD FX LINKED NOTE EUR FX LINKED NOTE 6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM 3YR EQUITY LINKED NOTE ON S&P BRIC 40 3 YR AUTOREDEEMABLE 5 YR AUTOREDEEMABLE
	51308	51307	51311		51315				
	24.	25.	26.		27.				

B 210A (Form 210A) (12/09)

Goldman, Sachs & Co.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

Name of Transferor

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BBVA (Suiza) S.A.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 51159 (93.800% of such claim) Amount of Claim as Filed: \$1,420,575.00
30 Hudson Street, 36th Floor	Amount of Claim Transferred: \$1,332,499.35
Jersey City, NJ 07302	Date Claim Filed: 10/28/2009
Fax: 212-428-1243 Contact: Andrew Caditz	Debtor: <u>Lehman Brothers Holdings Inc.</u>
Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Phone: Last Four Digits of Acct #:	Phone: Last Four Digits of Acct. #:
Name and Address where transferee payments should be sent (if different from above):	
,	
Phone: Last Four Digits of Acct #:	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Dennis Lafferty Managing Director

By: Transferee Transferee's Agent

Goldman, Sachs & Co.

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
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- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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BBVA (SUIZA) S.A.

By:______ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011);
- 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011);

19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);

20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);

21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);

90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);

23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);

24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);

25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);

26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);

27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);

28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);

29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);

30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);

31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and

32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

		-					
	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number		-			Amount	•
.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
э.	51157	TYR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

6/28/2011	11/26/2013	6/29/2010	11/26/2009	11/28/2014	11/28/2014	1/31/2014	1/31/2015	3/31/2014	2/28/2015	12/4/2010	1/30/2011	1/31/2014
EUR 114,000.00 (equivalent to USD 161,945.55)	EUR 111,000.00 (equivalent to USD 157,683.83)	EUR 785,000.00 (equivalent to USD 1,115,151.38)	EUR 230,000.00 (equivalent to USD 326,732.25)	USD 317,000.00	USD 150,000.00	USD 811,000.00	USD 526,000.00	USD 153,000.00	USD 264,000.00	USD 86,000.00	USD 500,000.00	USD 405,000.00
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0368298187	XS0178969209	XS0303538200	XS0180154550	XS0329243108	XS0329289192	XS0358300571	XS0338464950	XS0289261546	XS0344834691	XS0329284987	XS0337437007	XS0321471517
EUR FX LINKED NOTE	EUROPEAN INFLATION LINKED NOTE	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	7 YRS AUTOREDEMABLE ELN TO RBS AND LLOYD TSB GROUP	7 YR AUTOREDEEMABLE ELN	7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	7 YR AUTOREDEEMABLE ELN	USD FX LINKED NOTE	USD FX LINKED NOTE	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY
51304	51153	51161	51155	51144	51162	51166	51158	51136	51156	51309	51313	51169
11.	12.	13.	14.	15.	16.	17.	18.	19.	70.	21.	22.	23.

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		BVA AND SANTANDER		-			
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.	-	
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
	-			Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
		TELECOM					
30.	51171	3YR EQUITY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
		NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
31.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
		ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

Goldman, Sachs & Co.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BBVA (Suiza) S.A.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 51309 (11.76470588% of such claim)
20 Hydron Stuart 26th Floor	Amount of Claim as Filed: \$731,000.00
30 Hudson Street, 36th Floor Jersey City, NJ 07302	Amount of Claim Transferred: \$86,000.00 Date Claim Filed: 10/28/2009
Fax: 212-428-1243	Debtor: Lehman Brothers Holdings Inc.
Contact: Andrew Caditz	Dottor. <u>Bomman Drouters Trotaings me.</u>
Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Phone:	Phone:
Last Four Digits of Acct #:	Last Four Digits of Acct. #:
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
Last Four Digits of Acct #:	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty
Managing Director

By: Transferee Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
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BBVA (SUIZA) S.A.

By:______ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
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BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
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- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
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- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);

14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 2011);

- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011);
 - Schedule 1-1

- 17. $54.0666667\% = USD\ 811,000.00\ of\ USD\ 1,500,000.00\ (the\ outstanding\ amount\ of\ the\ Proof\ of\ Claim\ Number\ 51166\ as\ of\ April\ 2011);$
- (8. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of Apri**DA**, 2011);
- 19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);
- 20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011); 21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);
- 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);
- 23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);
- 24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);
- 25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);
- 26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);
- 27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);
- 28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);
- 30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011); 29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);
- 31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and
 - 32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number		-			Amount	- •
1.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	TYR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
ઝ	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
%	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
6	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

6/28/2011	11/26/2013	6/29/2010	11/26/2009	11/28/2014	11/28/2014	1/31/2014	1/31/2015	3/31/2014	2/28/2015	12/4/2010	1/30/2011	1/31/2014
EUR 114,000.00 (equivalent to USD 161,945.55)	EUR 111,000.00 (equivalent to USD 157,683.83)	EUR 785,000.00 (equivalent to USD 1,115,151.38)	EUR 230,000.00 (equivalent to USD 326,732.25)	USD 317,000.00	USD 150,000.00	USD 811,000.00	USD 526,000.00	USD 153,000.00	USD 264,000.00	USD 86,000.00	USD 500,000.00	USD 405,000.00
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lebman Brothers Holdings Inc.
Lebman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0368298187	XS0178969209	XS0303538200	XS0180154550	XS0329243108	XS0329289192	XS0358300571	XS0338464950	XS0289261546	XS0344834691	XS0329284987	XS0337437007	XS0321471517
EUR FX LINKED NOTE	EUROPEAN INFLATION LINKED NOTE	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	7 YRS AUTOREDEMABLE ELN TO RBS AND LLOYD TSB GROUP	7 YR AUTOREDEEMABLE ELN	7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	7 YR AUTOREDEEMABLE ELN	USD FX LINKED NOTE	USD FX LINKED NOTE	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY
51304	51153	51161	51155	51144	51162	51166	51158	51136	51156	51309	51313	51169
11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.

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		BVA AND SANTANDER		-			
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.	-	
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
	-			Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
		TELECOM					
30.	51171	3YR EQUITY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
		NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
31.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
		ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

Goldman, Sachs & Co.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BBVA (Suiza) S.A.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 51158 (52.600% of such claim) Amount of Claim as Filed: \$1,000,000.00
30 Hudson Street, 36th Floor	Amount of Claim Transferred: \$526,000.00
Jersey City, NJ 07302	Date Claim Filed: <u>10/28/2009</u>
Fax: 212-428-1243	Debtor: Lehman Brothers Holdings Inc.
Contact: Andrew Caditz	
Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Phone:Last Four Digits of Acct #:	Phone:
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
Last Four Digits of Acct #:	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty

Managing Director

By: Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:______ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HERD THIRD PARTY PED

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302

Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011);
- 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April **22**,2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011); Schedule 1-1

- 17. $54.0666667\% = USD\ 811,000.00\ of\ USD\ 1,500,000.00\ (the\ outstanding\ amount\ of\ the\ Proof\ of\ Claim\ Number\ 51166\ as\ of\ April\ 2011);$
- (8. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of Apri**DA**, 2011);
- 19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);
- 20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
- 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);

21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);

- 23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);
- 24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);
- 25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);
 - 26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);
- 27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);
- 28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);
- 30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011); 29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);
- 31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and
- 32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number		-			Amount	- •
1.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	TYR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
ઝ	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
%	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
6	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

6/28/2011	11/26/2013	6/29/2010	11/26/2009	11/28/2014	11/28/2014	1/31/2014	1/31/2015	3/31/2014	2/28/2015	12/4/2010	1/30/2011	1/31/2014
EUR 114,000.00 (equivalent to USD 161,945.55)	EUR 111,000.00 (equivalent to USD 157,683.83)	EUR 785,000.00 (equivalent to USD 1,115,151.38)	EUR 230,000.00 (equivalent to USD 326,732.25)	USD 317,000.00	USD 150,000.00	USD 811,000.00	USD 526,000.00	USD 153,000.00	USD 264,000.00	USD 86,000.00	USD 500,000.00	USD 405,000.00
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lebman Brothers Holdings Inc.
Lebman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0368298187	XS0178969209	XS0303538200	XS0180154550	XS0329243108	XS0329289192	XS0358300571	XS0338464950	XS0289261546	XS0344834691	XS0329284987	XS0337437007	XS0321471517
EUR FX LINKED NOTE	EUROPEAN INFLATION LINKED NOTE	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	7 YRS AUTOREDEMABLE ELN TO RBS AND LLOYD TSB GROUP	7 YR AUTOREDEEMABLE ELN	7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	7 YR AUTOREDEEMABLE ELN	USD FX LINKED NOTE	USD FX LINKED NOTE	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY
51304	51153	51161	51155	51144	51162	51166	51158	51136	51156	51309	51313	51169
11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.

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		BVA AND SANTANDER					100
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		-
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
			. 1100	Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
		-		Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
30	51171	AVE EQITTY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
;	1 1 1 1 1	NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
3.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
)) : :	ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re <u>Lehman Brothers Holdings Inc.</u> , et al., Debtors.	Case No. <u>08-13555 (JMP)</u> (Jointly Administered)
PARTIAL TRANSFER OF CLAIR	M OTHER THAN FOR SECURITY
	deemed filed under 11 U.S.C. § 1111(a). Transferee 3001(e)(2), Fed. R. Bankr. P., of the transfer, other ence and notice.
Goldman, Sachs & Co.	BBVA (Suiza) S.A.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: 30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240 Email: Andrew.Caditz@gs.com	Court Claim # (if known): 51156 (30.87719298% of such claim) Amount of Claim as Filed: \$855,000.00 Amount of Claim Transferred: \$264,000.00 Date Claim Filed: 10/28/2009 Debtor: Lehman Brothers Holdings Inc.
Phone: Last Four Digits of Acct #: Name and Address where transferee payments should be sent (if different from above):	Phone: Last Four Digits of Acct. #:

Last Four Digits of Acct #: ____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty

Managing Director

By:

Date:

Penalty for making a false statement. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:______ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302

Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011); 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011); Schedule 1-1

19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);

20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011); 21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);

90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);

23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);

24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);

25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);

26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);

27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);

28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);

29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);

30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);

31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and

32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number	- -	-			Amount	•
1.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
.6	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
6	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

		XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
51153 EUROPEAN INFLATION XS0178969209 LINKED NOTE	XS0178969	209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
51161 3 YR AUTOREDEEMABLE XS0303538200 ELN ON SANTANDER AND RWE	XS0303538	200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
51155 CAPITAL PROTECTED XS0180154550 NOTE LINKED TO BASKET OF SHARES	XS0180154	.550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
51144 7 YRS AUTOREDEMABLE XS0329243108 ELN TO RBS AND LLOYD TSB GROUP	XS0329243	108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
51162 7 YR AUTOREDEEMABLE XS0329289192 ELN	XS0329289	192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
51166 7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS03583005	571	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
51158 7 YR AUTOREDEEMABLE XS0338464950 EQUITY LINKED NOTE TO UBS AND	XS03384649	50	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
51136 7 YR AUTOREDEEMABLE XS0289261546 ELN TO DEUTSCHE TELE AND FRANC	XS0289261.	546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
51156 7 YR AUTOREDEEMABLE XS0344834691 ELN	XS0344834	691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
51309 USD FX LINKED NOTE XS0329284987	XS0329284	987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
51313 USD FX LINKED NOTE XS0337437007	XS0337437	7007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
51169 TYR AUTOREDEEMABLE XS0321471517 ELN TO BLEHMAN BROTHERS TREASURY	XS032147	1517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

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		BVA AND SANTANDER					100
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		-
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
			. 1100	Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
		-		Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
30	51171	AVE EQITTY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
;	1 1 1 1 1	NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
3.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
)) : :	ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

Goldman, Sachs & Co.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In	re	Lehman	Brothers	Holdings	Inc	et al.

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

BBVA (Suiza) S.A.

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 51157 (80.900% of such claim)
30 Hudson Street, 36th Floor	Amount of Claim as Filed: \$1,420,575.00 Amount of Claim Transferred: \$1,149,245.18
Jersey City, NJ 07302 Fax: 212-428-1243	Date Claim Filed: 10/28/2009 Debtor: Lehman Brothers Holdings Inc.
Contact: Andrew Caditz Phone: 212-357-6240	
Email: Andrew.Caditz@gs.com	
Dhana	Dhono
Phone: Last Four Digits of Acct #:	Phone: Last Four Digits of Acct. #:
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
Last Four Digits of Acct #:	

08-13555-mg Doc 16197 Filed 04/21/11 Entered 04/21/11 17:48:47 Main Document Pg 62 of 80

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Date:

Goldman/Sachs & Co.

Dennis Lafferty Managing Director

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:_____ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011); 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April **22**,2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011); Schedule 1-1

- 17. $54.0666667\% = USD\ 811,000.00\ of\ USD\ 1,500,000.00\ (the\ outstanding\ amount\ of\ the\ Proof\ of\ Claim\ Number\ 51166\ as\ of\ April\ 2011);$
- (8. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of Apri**DA**, 2011);
- 19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);
- 20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
 - 21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);
- 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);
- 23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);
- 24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);
- 25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);
- 26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);
- 27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);
- 28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);
- 29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);
- 31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and 30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);
 - 32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

		-					
	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim Number		-			Amount	•
.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4	51319	7 YR AUTOREDEEMABLE EQLINKD NT TO DTE & FTE	XS0345439250	Lebman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDMBLE EQ- LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	TYR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

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		BVA AND SANTANDER		-			
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.	-	
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
	-			Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE		Treasury Co. B.V.	Holdings Inc.		
		TELECOM					
30.	51171	3YR EQUITY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
		NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
31.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
		ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.	Case No. <u>08-13555 (JMP)</u> (Jointly Administered)
PARTIAL TRANSFER OF CLA	IM OTHER THAN FOR SECURITY
	or deemed filed under 11 U.S.C. § 1111(a). Transferee ale 3001(e)(2), Fed. R. Bankr. P., of the transfer, other ridence and notice.
Goldman, Sachs & Co.	BBVA (Suiza) S.A.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: 30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243 Contact: Andrew Caditz Phone: 212-357-6240 Email: Andrew.Caditz@gs.com	Court Claim # (if known): 51162 (9.052504526% of such claim) Amount of Claim as Filed: \$1,657,000.00 Amount of Claim Transferred: \$150,000.00 Date Claim Filed: 10/28/2009 Debtor: Lehman Brothers Holdings Inc.
Phone:Last Four Digits of Acct #:	Phone:
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
Last Four Digits of Acct #:	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty

Managing Director

By: Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

By:_____ Name: Title:

Zeltweg 63 CH-8021 Zurich Switzerland

Attn: Inigo Berasaluce/Director

Phone: +41442659504

COLDMAN, SACHS & CO.

Name: Managing Director

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
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- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

BBVA (SUIZA) S.A.

Name: Jalme Raga

Title: HEAD THIRD PARTY PED.

Zeltweg 63 CH-8021 Zurich Switzerland

By:

Attn: Inigo Berasaluce/Director

Phone: +41442659504

GOLDMAN, SACHS & CO.

Name: Title:

30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Transferred Claims

Purchased Claim

- 1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April Ω 2011);
- 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20,2011);
- 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20.2011); ω.
- 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20,2011); 4.
- 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20,2011);
- 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April A2011);
- 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20,2011);
- 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 202011);
- 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20,2011);
- 10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 🔑 2011);
- 11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April **Zo**2011);
- 12. 33.636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 2011);
- 13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 2011);
- 14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 2011);
- 15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20,2011);
- 16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20,2011);

- 17. $54.0666667\% = USD\ 811,000.00\ of\ USD\ 1,500,000.00\ (the\ outstanding\ amount\ of\ the\ Proof\ of\ Claim\ Number\ 51166\ as\ of\ April\ 2011);$
- (8. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of Apri**DA**, 2011);
- 19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April **22**,2011);
- 20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
- 21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20,2011);
- 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20_{2} 2011);
- 23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 202011);
- 24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20,2011);
- 25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 2011);
- 26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 22,011);
- 27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20,2011);
- 28. 15.636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20,2011);
- 29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 22,2011);
- 30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 2011);
- 31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 29,2011); and
 - 32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 29,2011);

Lehman Programs Securities to which Transfer Relates

	Proof of	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Maturity
	Claim	-	-		-	Amount	
	Number					-	
1.	51302	TYR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMBALE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
9	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
∞.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
6.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

	X LINKED NOTE		XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
51153 EUROPEAN INFLATION XS0178969209 LINKED NOTE		XSUI 789692	8	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
51161 3 YR AUTOREDEEMABLE XS0303538200 ELN ON SANTANDER AND RWE	BIE AND	XS03035382	8	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
51155 CAPITAL PROTECTED XS0180154550 NOTE LINKED TO BASKET OF SHARES	SKET	XS0180154	550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
51144 7 YRS AUTOREDEMABLE XS0329243108 ELN TO RBS AND LLOYD TSB GROUP		XS0329243	108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
51162 7 YR AUTOREDEEMABLE XS0329289192 ELN	BLE	XS0329289	192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
51166 7 YR AUTOREDMBLE EQ- XS0358300571 LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	EQ- KAN Y IR	XS0358300	571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
51158 7 YR AUTOREDEEMABLE XS0338464950 EQUITY LINKED NOTE TO UBS AND		XS0338464	950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
51136 7 YR AUTOREDEEMABLE XS0289261546 ELN TO DEUTSCHE TELE AND FRANC		XS0289261	546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
51156 7 YR AUTOREDEEMABLE XS0344834691 ELN		XS0344834	691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
51309 USD FX LINKED NOTE XS0329284987		XS0329284	287	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
51313 USD FX LINKED NOTE XS0337437007		XS0337437	.007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
51169 TYR AUTOREDEEMABLE XS0321471517 ELN TO BLEHMAN BROTHERS TREASURY	闰	XS0321471	517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

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		BVA AND SANTANDER		-			
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers	Lehman Brothers	USD 25,000.00	12/4/2010
	•			Treasury Co. B.V.	Holdings Inc.	-	-
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers	Lehman Brothers	USD 158,000.00	8/22/2011
				Treasury Co. B.V.	Holdings Inc.		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers	Lehman Brothers	USD 168,000.00	12/4/2010
				Treasury Co. B.V.	Holdings Inc.		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers	Lehman Brothers	USD 304,000.00	2/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers	Lehman Brothers	USD 43,000.00	6/28/2011
				Treasury Co. B.V.	Holdings Inc.	-	
29.	51142	6YR AUTOREDEEMABLE	XS0358299542	Lehman Brothers	Lehman Brothers	USD 100,000.00	2/20/2014
		EQL NOTE TO DEUTSCHE TELECOM		Treasury Co. B.V.	Holdings Inc.		
30	51171	3YR EOUITY LINKED	XS0309101508	Lehman Brothers	Lehman Brothers	USD 267,000.00	8/2/2010
; i		NOTE ON S&P BRIC 40		Treasury Co. B.V.	Holdings Inc.		
31.	51160	3 YR AUTOREDEEMABLE	XS0303537574	Lehman Brothers	Lehman Brothers	USD 1,724,000.00	6/29/2010
		ELN		Treasury Co. B.V.	Holdings Inc.		
32.	51154	CAPITAL PROTECTED	XS0180153826	Lehman Brothers	Lehman Brothers	USD 417,000.00	11/26/2009
		NOTE LINKED TO A		Treasury Co. B.V.	Holdings Inc.	-	-
		BASKET					